

1 Muriel B. Kaplan, Esq. (SBN 124607)  
Michele R. Stafford, Esq. (SBN 172509)  
2 SALTZMAN & JOHNSON LAW CORPORATION  
120 Howard Street, Suite 520  
3 San Francisco, CA 94105  
(415) 882-7900  
4 (415) 882-9287 – Facsimile  
mkaplan@sjlawcorp.com  
5 mstafford@sjlawcorp.com

6 Attorneys for Plaintiff  
BAY AREA PAINTERS AND TAPERS  
7 PENSION FUND, et al.

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10 UNITED STATES DISTRICT COURT  
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 BAY AREA PAINTERS AND TAPERS  
13 PENSION FUND, BAY AREA PAINTERS  
14 AND TAPERS HEALTH FUND, et al.

15 Plaintiffs,

16 v.

17 RIO GRANDE PAINTING, INC.

18 Defendant.

Case No.: C07-2376 MMC

**AMENDMENT TO JUDGMENT  
PURSUANT TO STIPULATION**

19 1. A Judgment Pursuant to Stipulation ("Stipulated Judgment") in this action was filed  
20 August 27, 2007, in the total amount of \$138,797.95, providing for specified payments to be made  
21 by Defendant to Plaintiffs. Plaintiffs agreed to allow a conditional total of \$121,512.67 to be paid  
22 in full satisfaction of the Judgment. Defendant has made payments totaling \$12,160.00 including  
23 \$3,149.62 in interest on the declining balance of the conditional total, and \$9,010.38 in principal,  
24 reducing that judgment to \$129,787.57, and reducing the conditional principal balance to  
25 \$112,502.29.

26 Plaintiffs have completed an audit of Defendant's payroll records, finding additional  
27 amounts due to Plaintiffs.  
28

2. In accordance with paragraph 11 of the Stipulated Judgment, the parties herein agree to amend that Judgment to include the amounts found due on audit, together with attorneys fees and costs incurred to compel the audit, as follows:

Underpayments on audit	\$70,215.55	
Liquidated damages	\$7,021.55	
Audit Fees	\$4,711.00	
		\$81,948.10
Attorneys fees (8/21/07-1/9/08)		\$4,012.00
Judgment balance		\$129,787.57
<b>Total Due</b>		<b>\$215,747.67</b>

3. In consideration of this "Amendment to Judgment," Plaintiffs agree to unconditionally waive the \$7,021.55 in liquidated damages incurred pursuant to the audit findings. This Amendment to Judgment is therefore in the amount of \$208,726.12. Plaintiffs shall *conditionally* waive \$17,285.28 as provided in the Stipulated Judgment, conditioned on timely compliance with all of the terms of the Stipulated Judgment and this Amendment to Judgment.

4. Paragraph 3 of the Stipulated Judgment shall be deleted and replaced as follows:

*Defendant shall conditionally pay the amount of \$191,440.84 in full satisfaction of this Judgment, conditioned on timely compliance with all of the terms of this Stipulation as follows:*

(a) *Beginning on February 20, 2008, and continuing on or before the 20<sup>th</sup> of every month thereafter (through August 20, 2008), defendant shall pay to plaintiffs \$2,015.00 per month.*

(b) *Thereafter, beginning on September 20, 2008 and continuing on or before the 20<sup>th</sup> of every month thereafter for a period of 10 months (through June 20, 2009), defendant shall pay to plaintiffs \$6,000.00 per month.*

1 (c) Prior to the submission of Defendant's first billing on its Panko  
2 Construction project, scheduled to begin in July 2008, and on its Lathrop Construction project  
3 scheduled to begin in September 2008, the parties shall meet and confer, and execute Joint Check  
4 Agreements, copies of which are attached hereto. Defendant shall submit those Agreements to  
5 Panko and Lathrop for authorized signatures and provide them promptly and fully executed to  
6 Plaintiffs.  
7

8 (d) On or before July 20, 2009, defendant shall pay the remainder due under  
9 the Amended Judgment, in one lump sum payment. Prior to this payment being due, Plaintiffs will  
10 confirm, in writing, the amount of this final payment.

11 5. Paragraph 8(a) of the Stipulated Judgment shall be deleted and replaced as follows:

12 (a) The entire balance of \$208,726.12 plus interest, reduced by principal  
13 payments received by Plaintiffs, or any other reductions as set forth in this Agreement, but  
14 increased by any unpaid contributions then due, plus 10% liquidated damages and 7% per annum  
15 interest thereon as provided in above paragraph 5 shall be immediately due, together with any  
16 additional attorneys' fees and costs under section (d) below.  
17

18 6. All other terms and conditions stipulated in the Judgment entered August 27, 2007  
19 shall remain in full force and effect.

20 7. Upon entry of this Amendment to Judgment, Plaintiffs shall dismiss the pending  
21 action C07-5442 MMC.  
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23 Dated: February 26, 2008

RIO GRANDE PAINTING, INC.

24 By:



Clemente Limon, CEO/President

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Dated: February 26, 2008

CLEMENTE LIMON

  
Personal Guarantor

Dated: February 28, 2008

SALTZMAN & JOHNSON  
LAW CORPORATION

By:   
Michele R. Stafford  
Attorneys for Plaintiffs

APPROVED AS TO FORM:

Dated: January \_\_\_\_, 2008

CREECH, LIEBOW & KRAUS

By: \_\_\_\_\_  
Ed Kraus  
Attorneys for Defendants

IT IS SO ORDERED

Dated: \_\_\_\_\_, 2008

UNITED STATES DISTRICT COURT JUDGE

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Dated: February \_\_\_\_, 2008

CLEMENTE LIMON

Personal Guarantor

Dated: February \_\_\_\_, 2008

SALTZMAN & JOHNSON  
LAW CORPORATION

By:

Michele R. Stafford  
Attorneys for Plaintiffs

APPROVED AS TO FORM:

Dated: ~~January~~ <sup>February</sup> 28, 2008

CREECH, LIEBOW & KRAUS

By:

Ed Kraus  
Attorneys for Defendants

IT IS SO ORDERED

Dated: February 29, 2008

  
UNITED STATES DISTRICT COURT JUDGE